

Case No. 7:16-cv-30-M-KS

Plaintiffs,

V.

Defendants.

**JOINT MOTION FOR ENTRY OF FINAL
CONSENT JUDGMENT, FRCP 54, 58,
AND PLAINTIFFS' UNOPPOSED
MOTION FOR RETENTION OF
ENFORCEMENT JURISDICTION, AND
DISMISSAL ORDER, FRCP 41(a)(2)**

¹ As of the date of this submission, I.B. is no longer a minor child. Plaintiff Erika Booth is submitting a motion contemporaneously herewith to substitute I.B. as a party. I.B. is a signatory to the Settlement Agreement, which she individually signed after she reached the age of majority. Plaintiff Keely Burks was previously substituted when she reached the age of majority under North Carolina law. DE No. 242.

jurisdiction to enforce the Settlement Agreement in accordance with its terms. Defendants do not oppose this motion. In support, the Parties would respectfully show:

1. By Decision and Order dated March 28, 2019, this Court granted Plaintiffs' Motion for Summary Judgment on their Equal Protection Clause claim against Charter Day School, Inc. and its board members and granted Defendant The Roger Bacon Academy's Motion for Summary Judgment on Plaintiffs' Equal Protection claim. DE No. 216 at 17, 33. On November 26, 2019, the Court entered a Partial Final Judgment reflecting its summary-judgment order. DE No. 245-1. The U.S. Court of Appeals for the Fourth Circuit affirmed these rulings. *Peltier v. Charter Day Sch., Inc.*, 37 F.4th 104, 112 (4th Cir. 2022) (en banc), *cert. denied*, 143 S. Ct. 2657 (2023).

2. The Parties entered into a Settlement Agreement that resolves all remaining claims and disputes at issue in this case. The Settlement Agreement was fully executed as of February 23, 2024.

3. Pursuant to the Settlement Agreement, to resolve Plaintiffs' First Cause of Action, DE No. 13 ¶¶ 147-56, which alleges that Defendants violated the Equal Protection Clause of the United States Constitution, pursuant to 42 U.S.C. § 1983, the Parties have agreed to and hereby move this Court to enter a Final Consent Judgment that incorporates the following terms, which are in accordance with this Court's prior rulings in this case:

- a. that the court enter an order that, consistent with prior rulings, declares that the specific requirement of the uniform policy of the School promulgated by Charter Day School, Inc., as written and enforced, requiring girls to wear skirts, jumpers, or skorts and prohibiting them from wearing pants or shorts, violates plaintiffs' rights under the Fourteenth Amendment to the United States Constitution and that permanently enjoins Charter Day School, Inc. and its board members, and their

successors from establishing or enforcing a provision in the Uniform Policy of Charter Day School requiring that girls wear skirts, jumpers, or skorts and prohibiting them from wearing pants or shorts, in accordance with prior rulings. DE No. 216, *aff'd, Peltier v. Charter Day Sch., Inc.*, 37 F.4th 104, 112 (4th Cir. 2022) (en banc), *cert. denied*, 143 S. Ct. 2657 (2023); *see also* DE No. 244, 245-1 (partial final judgment issued in accordance with the summary judgment order (DE No. 216)). A proposed order is attached as **Exhibit A**.

- b. that this Court's order (proposed order attached as **Exhibit A**) become a final judgment of the Court against Charter Day School, Inc. and binding on its successor Classical Charter Schools of America, Inc.;
- c. that the grant of summary judgment in favor of The Roger Bacon Academy, Inc. on Plaintiffs' Equal Protection claim, DE No. 245-1, become a final judgment of the Court;
- d. that Defendants pay nominal damages, expenses, and attorneys' fees in the agreed-upon amount to Plaintiffs; and
- e. that the Court retains jurisdiction to enforce the terms of the Settlement Agreement.

4. Pursuant to the Settlement Agreement, on the condition that the Court enter a Final Consent Judgment on Plaintiffs' First Cause of Action including the terms described in 3a-3e, pursuant to FRCP 41(a)(2), Plaintiffs move the Court to enter an order dismissing all other claims with prejudice, and move that the Court retain jurisdiction to enforce the Settlement Agreement in accordance with its terms.

[Signatures on Following Pages]

Respectfully submitted, this 22nd day of March, 2024.

AMERICAN CIVIL LIBERTIES UNION
FOUNDATION

/s/ Ria Tabacco Mar

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CERTIFICATE OF SERVICE

On March 22, 2024, I electronically filed the foregoing Consent Motion for Entry of Final Judgment with the Clerk of the Court using the Court's CM/ECF system, which will serve all counsel of record.

/s/ *Ria Tabacco Mar*

Ria Tabacco Mar

EXHIBIT A

Case No. 7:16-cv-30-M-KS

Plaintiffs,

V.

Defendants.

FINAL CONSENT JUDGMENT IN A CIVIL CASE

The Court hereby declares that the specific requirement of the uniform policy of the School promulgated by Charter Day School, Inc., as written and enforced, requiring girls to wear skirts, jumpers, or skorts and prohibiting them from wearing pants or shorts, violates plaintiffs' rights under the Fourteenth Amendment to the United States Constitution. The court therefore

permanently enjoins Charter Day School, Inc. and its board members, and their successors from establishing or enforcing a provision in the Uniform Policy of Charter Day School requiring that girls wear skirts, jumpers, or skorts and prohibiting them from wearing pants or shorts.

The parties have also agreed that Defendants pay nominal damages, expenses, and attorneys' fees in the agreed-upon amount to Plaintiffs.

The Court retains jurisdiction to enforce all terms of the settlement agreement of the parties in this case.

For good cause shown, and in consideration of the Plaintiffs' Motion the Court hereby dismisses all other claims with prejudice under Federal Rule of Civil Procedure 41(a)(2).

SO ORDERED this _____ day of _____, 2024.

RICHARD E. MYERS II
CHIEF UNITED STATES DISTRICT JUDGE